



Loudoun County, Virginia

INVITATION FOR BID

CONSTRUCTION OF THE DULLES SOUTH MULTI-PURPOSE FACILITY – AQUATICS CENTER, PHASE 2 AND SENIOR CENTER, PHASE 3

ACCEPTANCE DATE: Prior to 4:00 p.m., March 17, 2015 “Atomic” Time

IFB NUMBER: RFQ 174

ACCEPTANCE PLACE: Department of Management and Financial Services
Division of Procurement
One Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

PLEASE NOTE:

Two (2) Mandatory Pre-Bid Conferences will be held for clarification of any questions on the on the drawings, specifications and site conditions. The mandatory pre-bid conferences will be held at the Project site located at 24950 Riding Center Drive in South Riding, VA 20152. The first Mandatory Pre-Bid Conference will be held on February 9, 2015 at 1:00 PM and the second on February 18, 2015 at 10:00 AM. **Attendance at one of the Pre-Bid Conferences is mandatory for all bidders. Failure to attend one of these conferences will result in your bid being deemed non-responsive and rejected. Bidders must be present prior to the beginning of the conference. Bidders must sign in with the Procurement Representative as record of attendance. Late entry to the Pre-Bid Conferences will not be permitted.**

Plans and specifications CDs, and bid forms may be picked up at the Division of Procurement at the address above between the hours of 9:00 a.m. and 5:00 p.m. weekdays or call (703) 777-0403. Each CD contains a geotechnical report. A geotechnical report release form must be signed and submitted prior to obtaining a CD.

The Terms and Conditions contained in this Invitation for Bid and in the County-Contractor Agreement are not negotiable.

Requests for information related to this Invitation should be directed to:

Christopher Bresley, CPPB

Contracting Officer

(703) 777-0394

E-mail address: Christopher.Bresley@loudoun.gov

This document can be downloaded from our web site:

www.loudoun.gov/procurement

Issue Date: January 28, 2015

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE .

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**CONSTRUCTION OF THE DULLES SOUTH MULTI-PURPOSE FACILITY
– AQUATICS CENTER, PHASE 2 AND SENIOR CENTER, PHASE 3**

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE AND PROJECT BACKGROUND	4
2.0 COMPETITION INTENDED.....	5
3.0 BIDDER MINIMUM QUALIFICATIONS.....	5
4.0 SPECIFICATIONS	5
5.0 DISCREPANCIES.....	6
6.0 BUSINESS PROFESSIONAL, AND OCCUPATIONAL LICENSE REQUIREMENT.....	7
7.0 PAYMENT OF TAXES.....	7
8.0 NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE.....	7
9.0 ETHICS IN PUBLIC CONTRACTING	7
10.0 EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED	8
11.0 DRUG-FREE WORKPLACE	8
12.0 FAITH-BASED ORGANIZATIONS	9
13.0 EXEMPTION FROM TAXES	9
14.0 CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS.....	9
15.0 CONSTRUCTION CONTRACT BOND FORMS AND COPIES; ALTERNATIVE FORMS	10
16.0 CONSTRUCTION CONTRACT RETAINAGES	11
17.0 ESCROW ACCOUNT FOR RETAINED FUNDS	11
18.0 AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA	12
19.0 INSTRUCTIONS TO BIDDERS.....	12

ATTACHMENTS TO THE INVITATION FOR BID RFQ 174

ATTACHMENT 1:	COUNTY-CONTRACTOR AGREEMENT
ATTACHMENT 2	GEOTECHNICAL REPORT RELEASE FORM
ATTACHMENT 3:	GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
ATTACHMENT 4 (CD):	PLANS, SPECIFICATIONS AND GEOTECHNICAL REPORT

Authorized By: _____ s/Christopher Bresley, CPPB Date: January 28, 2015
Contracting Officer

CONSTRUCTION OF THE DULLES SOUTH MULTI-PURPOSE FACILITY – AQUATICS CENTER, PHASE 2 AND SENIOR CENTER, PHASE 3

1.0 PURPOSE AND PROJECT BACKGROUND

The Intent of this Invitation for Bid (IFB) is to obtain the services of a qualified General Contractor to construct the Dulles South Multi-Purpose Facility – Aquatics Center, Phase 2 and Senior Center, Phase 3 (the Project) for the County of Loudoun, Virginia (County). The Dulles South Multi-Purpose Facility is a County recreational center which has been planned and constructed in phases. Phase 1 was completed in 2008. The designs for Phases 2 and 3 are complete and will be constructed as per this Contract.

Phase 2 of the Project provides for an Aquatics Center of approximately 68,000 SF and 13,300 SF of mezzanine/mechanical platform and includes an indoor competition pool, leisure pool, climbing wall, elevated running track and fitness and multi-purpose gym spaces, among other functions. Phase 3 of the Project provides for a Senior Center of approximately 15,700 SF and 1,630 SF of mechanical platform and includes spaces for senior programs including fitness areas, game room, multi-purpose rooms and an art room, among other functions.

The Dulles South Multi-Purpose Facility (Facility) is located at 24950 Riding Center Drive, South Riding, Virginia 20152. The Facility is located within a residential area, therefore, adherence to all local and state ordinances for work hours and noise levels shall be strictly enforced.

This Project shall be considered unclassified from existing grade to subgrade. The costs associated with the removal of unsuitable soils and/or rock encountered at subgrade shall be paid using unit prices. The County requests that the Contractor provide three (3) unit prices, one for the excavation, haul-off and disposal of unsuitable soils, the second for the excavation, haul-off and disposal of mass rock and the third for excavation, haul-off and disposal of trench rock. All Unit Prices shall include the import of suitable material as needed to replace those quantities removed. Unit prices shall be included on the Pricing Page, and shall be multiplied times an assumed quantity provided by the County for an extended price. The extended price shall be carried by the County as an Owner's Allowance in the final Contract Price and will be paid to the Contractor on a "per occurrence" basis, with any remaining allowance(s) being returned to the Owner upon completion of the Project.

The Contractor will be responsible for the removal of all vegetation as required by the Contract Documents, to include haul-off and disposal. Excess top-soil and spoils shall be removed from the site. Hauling and disposal of these materials are included in this Contract. Should the Contractor require the import of suitable materials to maintain the elevations and grades shown on the Contract Documents,

then the Contractor shall be responsible for the costs of the suitable materials, inclusive of hauling, placement and compaction.

The Contractor shall be responsible for all surveying to ensure the Project is installed per the Construction Documents. Any deviations from the Contract Documents shall be specifically requested via Request for Information (RFI) submitted to the Architect/Engineer of Record. All deviations shall be noted in the Contractor's "Record Set" of Construction Documents. Upon completion of the Project, two (2) hard-copy sets, and one (1) digital copy of "Record Set" Construction Documents shall be provided to the County.

Finally, the County will require the Contractor to use e-Builder Construction Program Management Software. The County will provide two (2) licenses for the Contractor's use and will provide training for the Contractor to ensure proficiency as recommended by e-Builder. The licenses and training will be provided to the Contractor at no cost and prior to the issuance of Notice to Proceed. Further training due to a lack of proficiency will be the responsibility of the Contractor.

The Contractor is required to utilize e-Builder Construction Program Management Software for all project management documentation and correspondence, including but not limited to: RFI's, submittals, meeting minutes, pay applications, potential change orders/change orders, close-out documentation, etc. Contact e-Builder for further information at www.e-builder.net or 1-800-580-9322.

2.0 COMPETITION INTENDED

It is the County's intent that this IFB permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close.

3.0 BIDDER'S MINIMUM QUALIFICATIONS

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. All bidders shall submit the documentation indicated below with their bid. Failure to provide any of the required documentation will be cause for bid to be deemed non-responsible and rejected.

The bidder shall meet the following criteria in order to be eligible for this Contract:

- 3.1 Bidders shall demonstrate that they have significant previous successful experience in the construction of facilities similar to The Dulles South Multi-Purpose Facility by providing with their bids a list of three (3) references for whom similar work has been successfully completed in the last ten (10) years. One (1) reference should be for the construction of a recreational facility, natatorium, community center or other similar facility

for government owners. The other two (2) references should be for facilities that include some or all of the Similar Characteristics identified below. Reference lists are to include:

- Name, location and completion date of each project.
- Detail project description that includes the project's size, scope, major elements and similar characteristics as identified below.
- Construction Cost.
- Names, addresses, current phone numbers, and email addresses of architects and owners for each project.

Bidders hereby release listed references from all claims and liability damages which may result from the information provided by the reference.

A. Similar Characteristics to the Dulles South Multi-Purpose Facility Project include:

- Project owner is a local, state or federal government and project is at least 50,000 SF in size.
- Construction of a natatorium or similar structure.
- Construction of fitness facilities.
- Similar program elements including recreation elements as those identified in the construction documents (plans or specifications).

B. A successfully completed project shall include: That the project was completed within the contract time, including any owner approved time extensions, that the project was completed at or below the contract award amount, including any subsequent owner approved change orders, that the project was completed in accordance with the contract documents.

3.2 Bidders shall include in their bids the resume of the proposed project superintendent. The project superintendent resume shall demonstrate sufficient experience to manage a project of this complexity.

3.3 Debarment: By signing the Pricing Page contained in the IFB, bidders are certifying that bidder is not currently debarred by any local or state government or the Federal Government. Bidders shall provide in their bid, documentation related to all debarments that occurred within the last ten (10) years.

4.0 SPECIFICATIONS

The work to be performed as a result of this IFB shall be in accordance with the plans and specifications prepared by HGA, the County Architect/Engineer on this Project, dated January 23, 2015.

5.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification

from the County in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at www.loudoun.gov/procurement. Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

6.0 BUSINESS, PROFESSIONAL, AND OCCUPATIONAL LICENSE REQUIREMENT

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

7.0 PAYMENT OF TAXES

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

8.0 NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, the County may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

9.0 ETHICS IN PUBLIC CONTRACTING

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be

applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

10.0 EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11.0 DRUG-FREE WORKPLACE

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include

the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

12.0 FAITH-BASED ORGANIZATIONS

The County does not discriminate against faith-based organizations.

13.0 EXEMPTION FROM TAXES

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

14.0 CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS

Within fifteen (15) calendar days after the effective date of the County – Contractor Agreement, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the Contract:

- A A performance bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best’s Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the faithful performance of the Contract in strict conformity with the plans, specifications and conditions of the Contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract; and
- B A payment bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best’s Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but

only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract.

- C. The amount of the performance and payment bonds shall increase without the necessity of any action by the County, to the same extent the Contract Price increases due to changes.
- D. The condition of the bonds is that if the Contractor shall in every respect discharge its obligations under the County-Contractor Agreement, which Agreement is to be incorporated into the bonds by reference, then the bonds shall be void; otherwise, the bonds shall remain in full force and effect until released by the County.
- E. Surety shall expressly WAIVE any right to receive notice, review, approve any revisions to the plans, profiles, and specifications referred to in the Agreement and no such revision shall in any way affect the obligation of the Surety under the bonds.
- F. Surety shall be deemed to consent to any extension of time granted to Contractor to permit performance of the obligations of the Agreement, whether or not Surety receives notice of such extension of time, and the liability of Surety under the bonds shall not be discharged or affected by any such extension of time.
- G. If at any time, any surety or sureties become insolvent or are determined by the Owner to be unable to adequately secure the interests of the County, the Contractor shall within thirty (30) days after such notice from County to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to County. The premium on such bond(s) shall be paid by the Contractor at no additional cost to the County provided reasonable justification can be provided by the County for its determination.
- H. A prime Contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to one hundred percent (100%) of the Contract with such subcontractor.

15.0 CONSTRUCTION CONTRACT BOND FORMS AND COPIES; ALTERNATIVE FORMS

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a Contractor may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

16.0 CONSTRUCTION CONTRACT RETAINAGES

The Contractor shall be paid ninety-five percent (95%) of the earned sum when payment is due, with not more than five percent (5%) being retained to assure faithful performance of the Contract. All amounts withheld may be included in the final payment. Any subcontract which provides for similar progress payments shall be subject to the same limitations.

17.0 ESCROW ACCOUNT FOR RETAINED FUNDS

Provided the Bid price exceeds \$200,000.00 and subject to the provisions of §2.2-4334 of the Virginia Public Procurement Act, the bidder shall have the option to request use of an escrow account procedure for utilization of funds retained by the County, and may request use of this option by so indicating in the space provided on the Bid Form. If the Contractor elects to use the escrow account procedure, the "Escrow Agreement" form included with this bid shall be executed by the Contractor and submitted to the Purchasing Agent within fifteen (15) calendar days of notification by the County that its bid has been accepted. If the "Escrow Agreement" is not submitted within the fifteen (15) day period, the Contractor shall forfeit such rights to the use of the escrow account procedure.

In order to have retained funds paid to an escrow agent, the Contractor, the escrow agent and the surety shall execute an Escrow Agreement form and submit same to the County for approval. The Contractor's escrow agent shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The Escrow Agreement form shall contain the complete address of the escrow agent and surety, and an executed escrow agreement will be authority for the County Administrator, or his designee, to make payment of retained funds to the escrow agent. After approving the Escrow Agreement, the County will pay to the escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the escrow agent.

The escrow agent may, in accordance with stipulations contained in the Escrow Agreement, invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.

Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the County Administrator, or his designee. When the final pay application is released for payment, the County will direct the escrow agent to settle the escrow account by paying the Contractor or the County monies due them as determined by the County Administrator, or his designee. The County reserves the right to recall retained funds and to release same to the surety upon receipt of written requests from the Contractor or in the event of default.

18.0 AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

19.0 INSTRUCTIONS TO BIDDERS

19.1 Preparation and Submission of Bids

- A. Before submitting a bid, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.
- B. Pricing must be submitted on Invitation for Bid pricing form only. Include other information, as requested or required.
- C. All bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening and the title of the IFB.
- D. All bids shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the Invitation for Bid requiring execution by the firm are to be returned with the bids.
- F. Bids must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on date identified on the cover of this IFB_. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Bidders mailing their bids shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. Bids or unsolicited amendments to bids received by the County after the acceptance date and time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.
- G. Bids may be submitted via one of the following options: US Mail to PO Box 7000, Leesburg, Virginia 20177-7000; or hand delivered or private carrier (UPS/FedEx) to 1 Harrison Street, S.E., 4th Floor,

Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted. (Please note: Bidders choosing to submit bids via US Mail should allow *at least* an additional twenty-four (24) hours in the delivery process for internal County mailroom distribution.)

- H. Each firm shall submit one (1) original of their bid to the County's Division of Procurement as indicated on the cover sheet of this Invitation for Bid.

19.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all bidders. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this Solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, time and date of opening and the title of the IFB. Material questions will be answered in writing with an Addendum provided, however, that all questions are received **by 5:00 p.m. Thursday March 5, 2015**. It is the responsibility of all bidders to ensure that they have received all Addendums and to include signed copies with their bid. Addendums can be downloaded from www.loudoun.gov/procurement.

19.3 Exceptions/Additions

No exceptions or additions to the Specifications or Scope of Work or Terms and Conditions shall be permitted. Any questions or concerns regarding any part of the IFB shall be submitted to the Division of Procurement prior to the date specified in the Questions and Inquiries section above. Bids containing any exceptions to the Specifications or Scope of Work or Terms and Conditions or submitting additional terms and conditions shall be deemed non-responsive and rejected. Exceptions or additions proposed after bid submission by the successful bidder shall not be accepted.

19.4 Inspection of Site

All bidders must make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful bidder of his obligation to carry out the scope of the resulting Contract. On-site inspections will be conducted during the mandatory pre-bid conferences.

19.5 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date.

19.6 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the Contract and are of a "Material" nature.

19.7 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles of organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid.

19.8 Withdrawal of Construction Contract Bid Due to Error

A bidder for a construction Contract may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of its claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

19.9 Subcontractors

Please refer to Article 5: Subcontractors, of the *County of Loudoun General Conditions of the Construction Contract*.

19.10 Late Bids

LATE bids will be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

19.11 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County. Informality shall mean a minor defect or variation of a bid from the exact requirements of the Invitation to Bid which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

19.12 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

19.13 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services and construction shall give preference to goods, services and construction sold by County and State vendors, in that order, in all cases of tie bids, quality and service being equal.

19.14 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for Anti-Trust violations.

19.15 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based upon the lump sum price.

In the event that all responsive and responsible bids exceed the budget for this Project, Bid Deduct # 1, Non-acoustic structural steel roof decking in Gym & Fitness area (Specification Section 012300) shall be deducted from all bids and the lowest responsive and responsible bid shall be determined.

In the event that all bids still exceed the budget for this Project, Bid Deduct # 2, Reduction of Wall tile in the Locker and Family Changing Rooms (Specification Section 012300) plus Bid Deduct #1 shall be deducted from all bids and the lowest responsive and responsible bid shall be determined.

In the event that all bids still exceed the budget, Bid Deduct #3, Reduction of Interior Ground Face CMU quantity in the Senior Center (Specification

Section 0123 0) plus Bid Deducts #1 and #2 shall be deducted from all bids and the lowest responsive and responsible bid shall be determined.

The County reserves the right to obtain additional funding to award some or all of the bid deducts.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident Contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident Contractor of a state with an absolute preference, the bid preference shall not be considered.

19.16 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a Contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

19.17 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov/procurement) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, 20175.

19.18 Protest

Bidders may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Management and Financial Services.

19.19 Construction Contract Bid Security

Bid security is required for this Project. Bid security shall be a bond provided by a surety company selected by the bidder and authorized to do business in Virginia, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid. Non-compliance with this provision requires that the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner the security requirements.

19.20 Construction Contract Bond Forms and Copies; Alternative Forms

In lieu of a bid, payment or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination

that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

19.21 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by a local or state government or the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

19.22 Proof of Authority to Transact Business in Virginia

A bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Any bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

19.23 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid. In the event of Contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

19.24 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

19.25 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Terms and Conditions contained herein.

19.26 Legal Action

No bidder or potential bidder shall institute any legal action until all statutory requirements have been met.

19.27 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.



Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor, MSC #41C
Leesburg, Virginia 20175

PRICING PAGE

CONSTRUCTION OF THE DULLES SOUTH MULTI-PURPOSE FACILITY – AQUATICS CENTER, PHASE 2 AND SENIOR CENTER, PHASE 3

The firm of _____ hereby offers to achieve substantial completion of the Construction of the Dulles South Multi-Purpose Facility – Aquatics Center, Phase 2 and Senior Center, Phase 3 in accordance with this Invitation for Bid within six hundred and ten (610) calendar days after Notice to Proceed.

Base Bid

Construction of the Dulles South Multi-Purpose Facility
Aquatics Center, Phase 2 and Senior Center, Phase 3

Lump Sum \$ _____

Bid Deduct Items

Bidders shall provide a price for the items listed below. If all bids exceed the budget, the following items shall be deducted from all in bids in the following order pursuant to Section 19.15 of the IFB and the bids recalculated. Refer to Section 012300 Alternates.

Deduct #1:

Non-acoustic structural steel roof decking in Gym & Fitness areas \$ _____

Deduct #2:

Reduction of Wall tile quantity in the Locker and Family Changing Rooms \$ _____

Deduct #3:

Reduction of Interior Ground Face CMU quantity in the Senior Center \$ _____

Unit Price Items

NOTE: The Base Bid shall include all of the extended prices of the Unit Price items listed below. (Refer to Section 012200 of the Specs.)

Bidders shall give unit price and extended price for each of the items listed below. The Unit Price Items, quantities, and extended prices **are included in the lump sum** and used for bid evaluation purposes only; if the actual quantities, as measured by field survey, are above/below those shown above, then the unit price will be used for addition/credit to the Contract amount. The activity schedule and schedule of values shall include each Unit Price Item as a separate and distinct allowance item.

Item	Estimated Qty.	Unit Price	Extended Price
Removal of unsatisfactory soil and replacement with satisfactory soil material.	6,000 CY	\$_____/CY	\$_____
Trench rock excavation and replacement with satisfactory soil material.	1,400 CY	\$_____/CY	\$_____
Mass rock excavation and replacement with satisfactory soil material.	5,000 CY	\$_____/CY	\$_____
Cutting and patching of concrete floor slabs	100 SF	\$_____/SF	\$_____

Note: All Unit Prices shall include the import of suitable soil as needed to replace those quantities removed. Refer to Section 012200.

Attention bidders: Do not take any exceptions or make any qualifications to your bid.

Bidder shall indicate below its intended use, or nonuse of the escrow provisions available:

I **DO** ____ OR I **DO NOT** ____ WISH TO USE THE ESCROW ACCOUNT FOR RETAINED FUNDS AS PROVIDED FOR IN THIS BID DOCUMENT.

A. Return the following with your bid. If bidder fails to provide with their bid, items shall be provided within twenty-four (24) hours of bid opening.

ITEM:	INCLUDED: (X)
1. W-9 Form (19.23):	_____
2. Certificate of Insurance (19.24):	_____
3. Addenda, if any (Informality) (19.11):	_____
4. Superintendents Resume	_____
5. Geotechnical Report Release Form (Attachment 1)	_____

- B. Failure to provide the following items with your bid shall be cause for rejection of bid as non-responsive and/or non-responsible. It is the responsibility of the bidder to ensure that it has received all addenda and to include signed copies with their bid (18.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any (19.2):	_____
2. Payment Terms:	___ net 30 or ___ Other
3. Proof of Authority to Transact Business in Virginia Form (Page 21):	_____
4. Bid Bond (19.19):	_____
5. Minimum Qualifications References(3.1)	_____
6. Superintendents Resume (3.2)	_____
7. Debarment History, if required (3.3)	_____

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail Address: _____

Name of person authorized to bind the Firm (19.7): _____

Signature: _____ Date: _____

Address: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Terms and Conditions as contained herein and that your Firm is not currently Debarred by a local or state government or the Federal Government.



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Management and Financial Services

Division of Procurement

1 Harrison Street, S.E., 4th Floor, MSC#41C, Leesburg, VA 20175

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

RFQ 174

Please take the time to mark the appropriate line and return with your bid.

<input type="checkbox"/> Associated Builders & Contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

RFQ 174

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

Please return completed form to: Patty Cogle • Procurement •

(Proposed)

COUNTY-CONTRACTOR AGREEMENT

ATTACHMENT 1: Construction of the Dulles South Multi-Purpose Facility – Aquatics Center, Phase 2 and Senior Center, Phase 3

THIS AGREEMENT for construction of the Dulles South Multi-Purpose Facility – Aquatics Center, Phase 2 and Senior Center, Phase 3, herein after referred to as the "Project", executed in three (3) originals, effective this day of _____, 2015, is by and between **COUNTY OF LOUDOUN, VIRGINIA** (herein referred to as the "Owner"), and _____ (herein referred to as the "Contractor").

In consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the Owner and Contractor.

This Agreement consists of and incorporates by reference the following attachments:

- | | |
|--------------|--|
| Attachment 1 | The Owner's Invitation for Bid No. RFQ 174 dated January 28, 2015, including any addenda. |
| Attachment 2 | The Contract Plans, Specifications and County of Loudoun General Conditions for Construction Contracts, including any addenda. |
| Attachment 3 | The Contractor's bid dated _____. |

In the event that Attachment 3 contradicts or limits this Agreement or Attachments 1 and 2, this Agreement and Attachments 1 and 2 shall prevail.

Article 1

ARCHITECT/ENGINEER

- 1.1 The Architect/Engineer (hereinafter referred to as the "A/E and as defined in the General Conditions) shall be HGA whose address is 44 Canal Center Plaza, Suite 100 in Alexandria, Virginia, USA 22314. Provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its A/E and so advising the Contractor in writing, at which time the person or organization so designated shall be the A/E for purposes of this Contract.

Article 2

TIME OF COMMENCEMENT AND COMPLETION

- 2.1 The Contractor shall commence the Work upon the date established in the Notice to Proceed. Notice to Proceed will be issued as defined in Article 8.0 of the General Conditions.
- 2.2 Time is of the essence in this Agreement.
- 2.3 The Contractor shall achieve Substantial Completion, as defined in the General Conditions no later than 610 calendar days after the effective date of the Owner – Contractor Agreement. This time period shall be designated the Contract Time.
- 2.4 The Contractor shall also complete the following activities of Work within the interim Milestone dates indicated, as applicable:

ACTIVITY:

Substantial Completion / Certificate of Occupancy

DATE:

No later than 610 calendar days after the effective date of the Owner-Contractor Agreement

Completion of all punch list work

30 calendar days after Substantial Completion

- 2.5 The liquidated damages incurred by the Owner due to the Contractor's failure to complete the Work within the Contract Time, including any extensions thereof, and each Milestone designated in Article 2.4 above, within the applicable interim Milestone date, may be applied as per below:

Milestone

Substantial Completion of Project

Completion of all punch list work

Liquidated Damages

\$1,500.00 /For Each Consecutive Calendar Day

\$50.00/Item/For Each Consecutive Calendar Day

- 2.6 If liquidated damages are assessed, the County will assess the amount of liquidated damages set forth in Articles 2.5 above cumulatively. This provision for liquidated damages does not bar the County's right to enforce other rights and remedies against Contractor, which are otherwise legally enforceable, including but not limited to, specific performance or injunctive relief.
- 2.7 The Contractor hereby waives any defense as to the validity of any liquidated damages stated in this Agreement as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

Article 3

CONTRACT SUM

- 3.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of _____ Dollars (\$_____) (herein referred to as the "Contract Sum").

Article 4

PROGRESS PAYMENTS

- 4.1 The Contractor shall provide a Payment Schedule as referred to in section 9.6.3 of the General Conditions.
- 4.2 The Contractor hereby agrees that on or about the first day of the month for every month during the performance of the Work he will deliver to the A/E a Pay Request Application in accordance with the provisions of Article 9 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.
- 4.3 An acceptable CPM Schedule Update shall be submitted in conjunction with each Progress Payment. Failure to provide an acceptable CPM Schedule Update will result in the rejection of the Progress Payment, and no Payment will be made until such time as an acceptable CPM Schedule Update is received.

Article 5

OTHER REQUIREMENTS

- 5.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond, Guarantee or Warranty Bond (as described in section 9.8.5.2 of the General Conditions) and Certification of Insurance as required by the Contract Documents.
- 5.2 To the extent required by the Commonwealth of Virginia (*see e.g. 54.1-1100 et seq.* of the Code of Virginia) or the County of Loudoun, the Contractor shall be

duly licensed to perform the services required to be delivered pursuant to this Contract.

- 5.3 A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Article 6

IMMIGRATION REFORM AND CONTROL ACT OF 1986

- 6.1 By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

Article 7

ENTIRE AGREEMENT AND SEVERABILITY

- 7.1 This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or changed only by an Amendment or Modification. Nothing contained in the Contract Documents shall create any Contractual relationship between the Owner, or any agent, consultant, or independent Contractor employed by the Owner and any subcontractor, sub-subcontractor, supplier or vendor of the Contractor, but the Owner shall be entitled to performance of all obligations intended for his benefit, and to enforcement thereof.
- 7.2 In the event that any provision of this Contract shall be adjudged or decreed to be invalid by a court of competent jurisdiction, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

Article 8

GOVERNING LAW/FORUM

- 8.1 This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

Article 9

COUNTERPARTS

- 9.1 This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

Witness the following signatures:

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
One Harrison Street, S.E., MSC #41C
Leesburg, VA 20175
Phone: (703) 777-0403
Fax: (703) 771-5097

CONTRACTOR

Phone:
Fax:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

ACKNOWLEDGEMENT
Geotechnical/Geophysical Release Form
ATTACHMENT 2: Construction of the Dulles South Multi-Purpose Facility –
Aquatics Center, Phase 2 and Senior Center, Phase 3

This form shall be signed and submitted prior to obtaining plans and specifications from the Division of Procurement. CD's will not be released if a signed form has not been submitted.

As evidenced by the Bidder's signature below, the site and soils data, photographs, boring and well construction diagrams, pilot project notes, and Geotechnical and/or Geophysical Engineering Report(s) dated November 21, 2006, prepared or compiled by Schnabel Engineering North, LLC and related to RFQ 174, Construction of the Dulles South Multi-Purpose Facility (Project) is being made available to the Bidder in good faith in order to apprise the Bidder of the information within the possession of the County. The Bidder understands that these report(s) are for informational purposes only and are not part of the Contract and the County provides no warranty as to the accuracy, completeness, or correctness of such report(s). These report(s) were developed for design and information purposes only. The Bidder agrees to indemnify, hold harmless and defend the County, its employees, agents, servants and representatives from and against any costs, claims, extension of Contract time, or liabilities of any kind resulting from the use of or reliance on these reports.

By making this information available, the County is not classifying the site. Additionally, this information is not a substitute for personal and independent investigation, interpretation, and judgment by the Bidder. In the event the Bidder elects not to perform his/her own investigation of the subsurface conditions prior to the submission of the Bid, the Bidder will relinquish the County from any liability, extension of Contract time, or cost associated with this decision. It is the obligation of the Bidder to make its own interpretation of all subsurface data that may be available and satisfy itself, through its own independent investigation, as to the nature, condition, and extent of the material to be excavated, graded, or driven through or any other geotechnical aspect of this Project.

If Bidder elects to conduct its own site investigation of County property, the Bidder shall indemnify, hold harmless and defend the County, its employees, agents, servants and representatives from and against any and all claims, suits, demands, actions (regardless of the merits thereof) and damages of whatever nature arising out of or resulting from its site visit and any associated work, including jurisdictional labor disputes or other labor troubles that may occur during the performance of the Work.

Site investigation work shall be conducted between 9:00 am to 5:00 pm, Monday through Friday.

The Bidders is responsible for:

1. Coordinating the time and date of the site investigation with the County.
2. Any damage to adjacent property.
3. Backfilling and compacting borings or test pits prior to departing the site.
4. Coordinating with Miss Utility to locate utilities prior to any work being done.

5. Damage to onsite utilities.
6. Management of traffic and safety of the public on roads adjacent to the site.
7. Safety requirements for equipment and personnel brought to the site.

The submission of a Bid shall be considered conclusive evidence that the Bidder has satisfied itself as to the subsurface conditions that may be encountered in performing the work for the Project.

FIRM NAME: _____

Principal or authorized representative (Print Name)

Date

Principal or authorized representative (Signature)

Date